



## MARYLAND EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This Agreement is made on 08/26/11 (date) between R. Tony Calice,  
Melissa J. Calice (<sup>Tenant</sup> "Buyer") and Long & Foster Real Estate, Inc.

("Broker"). In consideration of services and facilities, the Broker is granted the right to represent the Buyer in the acquisition of real property. (As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of property or an agreement to do so.)

**1. TERM.** This Agreement begins when signed and, subject to Paragraph 7, terminates at  
11:59 a.m./p.m. on 09/30/11.

**2. RETAINER FEE.** The Broker Long & Foster Real Estate, Inc. (firm name) acknowledges receipt of a retainer fee in the amount of \$ 0.00, which shall be subtracted from any compensation due the Broker under this Agreement. The retainer is non-refundable and is earned when paid.

**3. BROKER DUTIES.** (a) The Broker shall use professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase and suitable to the Buyer; (b) unless the Broker is also representing the Seller, the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property, and repudiate any agency or subagency relationship with the Seller or the company representing the Seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service; (c) if the Broker represents the Seller as well as the Buyer (i.e., disclosed dual agency), the Broker may not disclose to the Buyer information obtained within the confidentiality and trust of the client relationship with the Seller, nor disclose to the Seller information obtained within the confidentiality and trust of the client relationship with the Buyer, without the consent of the party adversely affected by the disclosure unless otherwise required by law; (d) the Broker may represent other buyers who may be interested in the same property as the Buyer.

**4. MINISTERIAL ACTS.** The Broker and sales associates of Broker may perform ministerial acts, which are acts that assist another person to complete or fulfill a sale or lease with the client of the Broker and sales associate and which do not involve discretion or exercise of Broker and sales associate's own judgment.

**5. BUYER'S DUTIES.** The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available during Broker's regular working hours to view properties.

**6. PURPOSE.** The Buyer is retaining the Agent to acquire the following type of property  
Rental

**7. BROKER'S FEE.** The Buyer shall pay the Broker (less the retainer fee) compensation in the amount of 1/2 month's rent plus \$345.00 ("Broker's Fee") in cash, if during the term of this Agreement, the Buyer enters into a contract to acquire any property, as described above, whether through the services of the Broker, or otherwise. Any compensation paid to the Broker by the Seller or a listing company shall be credited against the compensation due under this Agreement. This Agreement shall also apply to any property presented to the Buyer by the Broker during the term of the Agreement when a contract is entered into within 30 days after the termination date of this Agreement unless the Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement with another Broker, in which event no additional compensation shall be due under this Agreement. Any obligation to pay the Broker compensation incurred under this Agreement survives the termination of this Agreement.

**8. CANCELLATION.** Either party may cancel this Agreement with 1 days written notice to the other. However, if Buyer enters into a Contract of Sale to purchase a property which was presented to Buyer by Broker prior to cancellation, Paragraph 7 shall remain in full force and effect even if Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement.

**9. INTRA-COMPANY AGENT REPRESENTATION.** When the Buyer and Seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. However, the sales associate assigned by the Broker as an intra-company agent may continue to provide the same services that a buyer's agent can provide on a property listed with another broker.

Check One: ☒ The Buyer consents to intra-company agent and disclosed dual agency representation,  
**OR** ☐ The Buyer does not consent to intra-company agent and disclosed dual agency representation (which means the Buyer chooses not to be shown and not to purchase any properties listed by Broker).

**10. ATTORNEY'S FEES.** In the event that any dispute or disagreement arises (a) under this Exclusive Right to Represent Buyer Agreement or (b) under any agreement made by and between Buyer and any Seller resulting in Broker being made a party to any litigation or Broker is required to bring litigation or to retain legal counsel, Buyer agrees to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that the litigation does not result in a judgment against Broker for acting improperly under this Agreement or any agreement made by and between Buyer and Seller.

**11. OTHER PROVISIONS.** Broker fee of \$345.00 does not apply to rental properties

**12. DISCLAIMER.** The Buyer acknowledges that the Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal or tax matters. Buyer acknowledges that Broker's Company Policy provides for the payment of a monetary bonus to Broker's sales associates for the sale of property listed with Broker.

**13. EQUAL OPPORTUNITY.** Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all classes protected by federal, state and local laws.



**14. MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified by written agreement of the parties.

(Note: The Buyer should consult with the sales associate representing Buyer before visiting any resale or new homes or contacting any other REALTOR® representing Sellers, to avoid the possibility of confusion over the agency relationship, procuring cause and compensation.)

I/We acknowledge that I/we have read and understood Pages 1, 2 and 3 of this form.

Long & Foster Real Estate, Inc.

Brokerage Firm

14228 Jarrettsville Pike

Address

Phoenix, MD 21131

City, State, Zip Code

(Seal) Buyer's Signature

*tenant*

(Seal) Buyer's Signature

*tenant*

620 Catalpa Drive

Address

Royal Oak, MI 48067

City, State, Zip Code

Broker/Sale Associate Signature

Jackie Nicoll

Sales Associates Printed Name

Telephone: (248) 506-2138

Telephone: (410) 667-1900

(410) 868-6119



LF174





**LONG AND FOSTER REAL ESTATE, INC.**  
**14501 George Carter Way**  
**Chantilly, Virginia 20151**  
**(703) 653-8500**

**NON-MANAGEMENT DEED OF LEASE FOR MARYLAND**

(Long and Foster Real Estate, Inc. is not acting as property manager for this property but has acted only as the agent in locating a tenant for the landlord. Long and Foster has no responsibility or liability for property management.)

(This Lease is a legally binding contract: if not understood, seek competent legal advice before signing.)

This Residential DEED OF LEASE ("Lease") is made on **08/26/11** between

**Lynn Beattie**

"Landlord"(s) and

**R. Tony Calice**

**Melissa J. Calice**

"Tenant"(s)

who are jointly and severally liable, who hereby acknowledge by their initials and signatures below that in this real estate leasing transaction, Long & Foster "Agent" represents the Landlord and ~~"Leasing Company" represents~~ ☐ the Landlord, OR ☒ the Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached to and made a part of this lease.)

**1. ADDRESS OF PROPERTY, TERM, AND RENT.** THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant and Tenant rents from Landlord upon the terms and conditions herein set forth, the certain unfurnished property known as **43 Winterberry Court** **Cockeysville, MD 21030**

YEAR BUILT **1999** Associations: \_\_\_\_\_

If applicable, Unit# \_\_\_\_\_, Storage# \_\_\_\_\_, Mailbox# \_\_\_\_\_, Parking Space# **2**

The term commencing on **09/15/11**, and ending on **09/30/12**, for the total sum during the term of

\$ **24,440.00** payable as follows: the first installment of \$ \_\_\_\_\_ covering the period of

through \_\_\_\_\_ due before occupying the premises and acknowledged as received with application. Pro-rata rent from **09/15/11** through **09/30/11** is \$ **1,040.00** due on the first day of **9/12/2011**

Subsequent installments of \$ **1,950.00** are due on the first day of each calendar month thereafter without notice, demand or deduction. The rent is to be paid by one check only: Payment must be made by one of the signors of the rental agreement. Agent will accept only a personal check, cashier's check or money order as payment for rent. If rent is sent to any address or location other than identified in paragraph 2, Paragraph 3 will apply.

**2. PAYMENTS.** Rent shall be payable to Landlord at **6747 Whitestone Road**  
**Baltimore, MD 21207**

For emergency and/or maintenance repairs call **410-298-8244**

**3. LATE FEE COST AND RETURNED CHECKS.** If any installment of rent is not received by Landlord within five days (10 days if property is located in Montgomery County) from the due date, Tenant covenants and agrees to pay as additional rent five percent (5%) of the month's rent. Tenant further agrees to pay a handling charge of \$35.00 for each check returned by the bank for insufficient funds or any other reason. Returned checks will not be redeposited. Landlord may require any and all payments to be made by money order or certified funds.

**4. OCCUPANT'S USE.** Tenant will use said property as a single family residence **4** persons, as stated for in application, and for no other purpose or additional number of persons whatever, except legal dependents and temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy property for no more than two weeks during any twelve-month period.

**5. SUBLET/ASSIGNMENT.** Tenant shall not assign this Agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without prior written consent of the Landlord. A lease change fee of \$250 will be charged to tenants when a change of roommates is requested and approved.



Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



Tenant \_\_\_\_\_ / \_\_\_\_\_



**6. FIXTURES AND APPLIANCES.** The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, existing floor covering and smoke detectors, and if so indicated below, the following checked fixtures and appliances:

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Stove/Range                | <input checked="" type="checkbox"/> Disposal       | <input type="checkbox"/> Window Fan(s)              | <input type="checkbox"/> Alarm System           |
| <input type="checkbox"/> Cooktop                               | <input type="checkbox"/> Freezer                   | <input type="checkbox"/> Window A/C Unit(s) # _____ | <input type="checkbox"/> Intercom               |
| <input type="checkbox"/> Wall Oven(s) # _____                  | <input checked="" type="checkbox"/> Exhaust Fan(s) | <input type="checkbox"/> Ceiling Fan(s) # _____     | <input type="checkbox"/> Water Treatment System |
| <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Washer         | <input type="checkbox"/> Remote(s) # _____          | <input type="checkbox"/> Wood Stove             |
| <input type="checkbox"/> w/ icemaker                           | <input checked="" type="checkbox"/> Dryer          | <input type="checkbox"/> Hot Tub & Equipment        |   |
| <input checked="" type="checkbox"/> Dishwasher                 | <input type="checkbox"/> Humidifier                | <input type="checkbox"/> Pool & Equipment           |   |
| <input checked="" type="checkbox"/> Microwave                  | <input type="checkbox"/> Electronic Air Filter     | <input type="checkbox"/> Fireplace Screen/Door      |   |
| <input type="checkbox"/> Trash Compactor                       | <input type="checkbox"/> Central Vacuum            | <input type="checkbox"/> Garage Opener # _____      |   |

Except as otherwise provided, Landlord will maintain the property in good repair and habitable condition and will be responsible for all major repairs not due to the fault or negligence of the Tenant during the continuance of this Lease. Repairs or replacement of equipment provided due to normal wear and tear shall be at the expense of the Landlord. The following equipment, if now or hereafter installed, is for the Tenant's use and convenience and is not warranted by the Landlord, condition is unknown: venetian blinds, shades, curtains, drapes, valances, rods, \_\_\_\_\_.

(NOTE: In Montgomery County, this paragraph may not include any appliances.) Tenant agrees to maintain aforementioned equipment at Tenant's expense. Should cost of repair exceed the value of the equipment, Tenant may, however only after written request and consent from the Landlord has been received, elect not to repair and may have it removed.

**7. PETS.** Tenant shall not keep or allow pet(s) on premises except as follows or with subsequent written consent of Landlord. The following pet(s) may be kept on the premises: 1 dog (Lab mix). Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, should the above consent be given. Paid receipts for such cleaning and treatment must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, sub flooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep the pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

With the exception of properties located in Montgomery County, if Tenant permits or harbors a pet on the premises without: 1) permission of Landlord, and 2) payment of the required pet deposit, tenant shall be in violation of the lease. If tenant violates the "no pets" provision of the lease, tenant agrees to pay, as additional rent, \$200 per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord were caused by the unauthorized animal on the premises. Landlord also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy.

**8. DIPLOMATIC CLAUSE, MILITARY CLAUSE.** If Landlord or spouse is, or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PCS/Transfer orders, transferred to temporary duty of ninety (90) days or more duration, or is released or retired from active duty and is returning to the dwelling unit during the Lease Term, he may terminate this Lease by giving the Tenant \_\_\_\_\_ days written notice to that effect.

If the Tenant is or becomes a member of the United States Armed Forces, U.S. State Department, USAID or any other Federal Government Agency on extended active duty and is transferred under PCS orders thirty-five (35) miles or more from the location of the dwelling unit, transferred to temporary duty of ninety (90) days or more duration, or is abruptly and unexpectedly released or discharged from active service during the Lease Term, he may terminate this Lease by giving the Landlord/Agent thirty (30) days written notice to that effect, together with an official copy of his orders.

**9. COMMISSION.** In consideration of the negotiation of this Lease by LONG & FOSTER REAL ESTATE, Inc., Landlord agrees to pay a commission based on the sale or exchange price of the property as outlined in the listing contract, if during the term of the tenancy or within 120 days after tenant vacates, Landlord shall sell the property to Tenant or exchange it with Tenant for property of any kind and wherever located.

**10. SECURITY DEPOSIT.** At the time of the execution of this Lease Agreement, or prior thereto, the Tenant paid to the Landlord a security deposit in the amount of \$ 1,950.00, which sum does not exceed two (2) months rent and receipt of which is hereby acknowledged by the Landlord. This Lease Agreement shall also serve as a receipt for the security deposit. In accordance with Maryland law, the Landlord shall maintain the security deposit in a banking or savings institution within the State of Maryland in an insured certificate of deposit or account that is devoted exclusively to security deposits.

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



The Landlord acknowledges Tenant's right to have the dwelling unit surveyed by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the Tenant's occupancy. The Tenant shall, if he disagrees with the list, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives such a list from the Landlord. Such list is for information only, and Landlord shall not be obligated to make any repairs, except as required by law.

Proper termination has occurred when Tenant has faithfully performed his lease obligations, given/received proper termination notification; paid all rent, final utility bills (see Paragraph 29), and other charges due Landlord. Prior to the survey, the Tenant shall:

- A. Have carpets cleaned by a professional company acceptable to the Landlord and provide a paid receipt.
- B. Gutters and chimney must be clean.
- C. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- D. Eliminate all household pests and vermin from the interior of the Premises.
- E. Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by the Landlord that the fuel tank(s) are refilled.
- F. Insure that the Premises, including kitchen, baths and all appliances, floors, walls and windows are thoroughly cleaned, grass is cut and trash removed.
- G. Have all light bulbs and smoke detectors in working order.
- H. Return all keys, garage door openers, passes and documents provided.

Within forty-five (45) days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest thereon which shall have accrued in the amount of the rate specified by statute, less any damages rightfully withheld. Interest shall accrue thereon at six (6) month intervals from the day the Landlord deposits the security deposit to the required interest-bearing account, within thirty (30) days after receipt. It is understood that interest shall not compound, and that interest shall be payable only on security deposits of fifty dollars (\$50) or more. It is understood and agreed that the security deposit, or any portion thereof, may be withheld in accordance with Maryland law for unpaid rent, damage due to breach of lease, lost future rents, unpaid water bill, damage to the leased premises, common areas surrounding the leased premise, major appliances or damage to furnishings that are caused by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent.

Pursuant to Section 8-203(f), Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified of his right to be present upon termination when the Landlord surveys the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving and his new address. Such notice shall be furnished to the Landlord at least fifteen (15) days before the date of moving. Upon receipt of the Tenant's notice, the Landlord shall send written notification to the Tenant of the time and date when the premises are to be surveyed, which shall occur within five (5) days before or after the date of moving as designated in the Tenant's notice.

If any portion of the security deposit is withheld, the Landlord acknowledges his obligation to present by first class mail directed to Tenant's last known address, within forty-five (45) days after the termination of tenancy a written list of the damages claimed together with a statement of the cost actually incurred and any unused portion of the security deposit.

**PROVIDED HOWEVER,** that notwithstanding the above provisions, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the lease prior to the termination of the tenancy, or in the event the Tenant has abandoned the premises prior to termination of the tenancy, the Tenant and the Landlord have the following duties with respect to the security deposit.

- A. The Tenant must first demand return of the security deposit by giving to the Landlord written notice by first class mail within forty-five days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address.
- B. Within forty-five (45) days of the receipt of the notice from the Tenant to the Landlord, the Landlord shall send written notice to the Tenant by first class mail which contains a written list of damages claimed by the Landlord, as allowed by law, together with a statement of the costs actually incurred and the Landlord shall return the security deposit to the Tenant together with simple interest in the amount specified by statute, less any damages rightfully withheld.

Pursuant to Section 8-203.1(a)(7) Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified that the failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney fees.

**11. POSSESSION OF PREMISES.** In the event that Landlord/Agent is unable to deliver possession of the premises at the commencement of the tenancy, the Landlord/Agent agrees to use whatever efforts are, in his determination, reasonable to secure possession of premises, but in no event, except for the willful and deliberate misconduct of Landlord/Agent, shall Landlord/Agent be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this lease until the premises are available for occupancy by Tenant.

**12. CONDITION OF PROPERTY, SURVEYS, LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS WARNING DISCLOSURE.** Landlord will make an itemized condition survey. A written copy of such survey will be forwarded to Tenant. Tenant may request to be present at initial and move-out surveys by notifying Landlord by certified mail 15 days prior to said survey. Any additional itemized conditions noted by Tenant should be submitted to Landlord within 15 days of occupancy, in writing, to be determined as legitimate and added to the record as required.

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



**LEAD PAINT - APPLICABLE LAW:** Title X, Section 10108, The residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

If Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that owner will have the option to participate in the liability limitation portion of the Maryland Program.

**Age Classification of Property:** Owner represents and warrants to Tenant(s), broker(s), broker(s) agents and subagents, intending that they rely upon such warranty and representation, that (mark all that apply):

- **House Built Prior to 1950**  
☐ Lead-based paint addendum, disclosure and certification attached
- **House Built Between 1950-1978**  
☐ Lead-based paint addendum, disclosure and certificate attached, if applicable
- **House Built After 1978**  
☒ Not subject to lead-based paint laws
- **House certified lead free**  
☐ Certification attached

If the Property was built during or prior to 1978, or if the Owner is uncertain as to date Property was built, this Lease is not enforceable by either party unless the Federally required lead-based paint addendum have been executed by all parties to this Lease.

**13. DEFAULT.** Failure to pay rent, or additional rent, at the time specified will constitute default. Landlord may terminate this lease, be entitled to possession of the property, any unpaid rent or additional rent, recovery of any damages sustained and any and all such attorney's fees as may be recoverable by law. It is further agreed between the parties that Landlord may avail themselves of any remedy provided by law for the restitution of the premises and the recovery of delinquent rents and damages. If suspected premises has been deserted or abandoned, Landlord may proceed to recover possession of premises in accordance with the law.

**14. ATTORNEY'S FEES AND ENFORCEMENT.** Tenant agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant or condition hereof, he will reimburse the Landlord for any money expended by Landlord/Agent for utility or other bills, damages, leasing costs, as well as other costs which may be incurred to enforce this lease, plus reasonable attorney's fees owed to Landlord/Agent by Tenant.

**15. RENEWAL.** Renewal considerations shall be determined after a specific property survey is completed. Landlord shall advise Tenant of any Landlord instructions concerning renewal of lease. In absence of this notification, this lease shall be deemed renewable on a month-to-month basis under the same provisions, covenants and conditions until either party notifies the other IN WRITING. Extension of this lease on a monthly basis does not terminate the relationship of Landlord or Tenant as specified herein. Month-to-month leases must be terminated with a thirty (30) day written notice. This notice shall be received no later than the 1 day of the month and the tenancy shall terminate on the last day of the month. IT IS FURTHER UNDERSTOOD THAT TENANT COVENANTS FULL RENTAL LIABILITY FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, WHETHER SAID TENANT HOLDS THE DEMISED PREMISES FOR THE MONTH'S ENTIRETY OR ANY PORTION THEREOF.

**16. TERMINATION.** Paragraph 1 stipulates the expiration date of this lease. Unless written notice is received by either party not less than **60** days prior to the expiration date, known as the "notification period," the lease will be deemed renewed on a month-to-month basis, and will remain in compliance with the same provisions, covenants and conditions as the current lease. This written notice regarding termination, must be received no later than 5:00 p.m. on the day proceeding the commencement date of the notification period. Upon receiving written notice from Tenant, Landlord shall notify Tenant of move out/survey date. IT IS FURTHER UNDERSTOOD THAT TENANT COVENANTS FULL RENTAL LIABILITY FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, WHETHER SAID TENANT HOLDS THE DEMISED PREMISES FOR THE MONTH'S ENTIRETY OR ANY PORTION THEREOF.

**17. TRANSFER OF SECURITY DEPOSIT.** If Landlord, his heirs or assignees, assumes management of the property, or management is transferred to another company; the Tenant consents to the transfer of his security deposit, plus interest, if any, to such party or company, if applicable by law.

**18. PLUMBING FIXTURES AND APPLIANCES.** Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as conditions permit. The Tenant agrees that at the termination of the lease all appliances and equipment will be left in good working order and shall be operative unless previously reported to Landlord. The Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures due to Tenant not maintaining sufficient heat in property or not properly winterizing home. It is Tenant's responsibility to maintain heat or to report faulty heating equipment to Landlord. Stopped-up/clogged drains/pipes, washer connect hoses, dishwasher air gap and impellers, as well as jammed disposals are considered Tenant responsibility unless proven otherwise.

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



**19. HEATING OIL.** Fuel oil tank will be ☐ filled or ☐ measured prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel oil tank ☐ full or have it ☐ measured upon termination of occupancy. If measuring method is elected, Landlord and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease.

Tenant agrees to purchase heating oil from \_\_\_\_\_  
Company at \_\_\_\_\_ Tel \_\_\_\_\_, as Landlord requires the  
service contract remain in effect with this company.

**20. FIREPLACE, CHIMNEYS, WOOD BURNING STOVE, HEAT-O-LATOR.** Tenant agrees to have these units professionally cleaned and serviced periodically, as use dictates, and provide receipts to the Landlord. Under no circumstances should firewood be stored inside the property, against exterior walls, on driveway, patio, deck or in garage.

**21. TENANT MAINTENANCE OBLIGATIONS.** The Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises, or common areas nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, invitees, agents, employees or pet(s). The Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage and waste in sealed containers. Any fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.)
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.
- D. Clearing of all drains and toilets, maintaining caulking around tubs and showers, maintaining all carpeting and flooring in a clean and good condition, replacing broken or damaged glass, screens, flooring and drywall.
- E. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- F. Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- G. The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- H. Making any repairs, alterations, or additions required by any governmental authority, Owner's Association, insurance insurance company or the Managing Agent due to the Tenant's use.
- I. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, bedbugs and rodents (excluding squirrels) during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.

**22. LANDLORD CONSENT REQUIRED.** Tenant shall not make any repairs, alterations and/or additions without first obtaining Landlord's written consent. Repairs, alterations and/or additions included but are not limited to: a) Remodeling, making any structural change, alteration, addition or decoration, including papering and painting of the Premises. b) Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters. c) Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanging nails which are permitted). d) Affixing any object containing an adhesive backing to any surface in the Premises. e) Attaching plant hooks to the ceiling. f) Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord, and the Owner's Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems within 24 hours of change. g) Installing iron safes, waterbeds, pianos, aquariums or any other extra-heavy objects.

In the event any repairs, alterations and/or additions are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he will be accountable for any mishaps or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord, the Agent and the manager of the premises free of harm, litigation or claims of other persons. Under no circumstances is the cost of said repairs to be deducted from an installment or rent payment. Tenant agrees that such repairs, alterations and/or additions shall remain with the property with Landlord approval or property must be returned to original condition at the expense of Tenant.

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



**23. NOTICE OF DEFECTS OR MALFUNCTION.** Tenant will give Landlord immediate notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on property in writing. Tenant shall bear any expense for failure to do so. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided for in Paragraph 6 – Fixtures and Appliances, on Page 2. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for the Landlord or its Employees/Agents/Vendors to enter the premises at a reasonable time without further notice to perform such repairs or services. If Tenant breaks any scheduled maintenance appointment or fails to allow access during regular business hours for purpose of accomplishing any required repairs, Tenant shall bear any additional expense for rescheduling of broken appointment, and/or over-time charges imposed by vendor.

**24. TENANT CONDUCT.** Tenant shall conduct himself and require other persons and/or animals on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises, and always in accordance with the rules and regulations of applicable homeowners association or condo association which are considered a part of this lease. Tenant further covenants and agrees not to use or permit premises to be used for any improper, illegal or immoral purposes. In the event the heretofore specifics have been breached, the Landlord shall have the right to terminate this Lease by giving, delivering or posting proper written notice to quit the premises.

Landlord shall have the right to terminate this Lease if evidence indicates an immediate threat, which materially affects the health or safety of either Landlord or other tenants. For example, the sale, distribution or possession of illegal dangerous or prohibitive drugs and drug paraphernalia on the premises shall be considered an immediate threat. In such event, Landlord shall give Tenant written Notice of Termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the premises to Landlord within the time period specified in the Notice of Termination.

**25. HEALTH AND SAFETY.** Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. The premises are warranted as free from pest infestation and Tenant is required to report in writing any signs of rodents or vermin within (30) thirty days of occupancy. After this time, Tenant is required to control any infestation and related costs are the Tenants expense. The Tenant will not use or keep in the dwelling any any explosives, flammable or combustible materials which would increase the rate of fire insurance on the premises.

**26. EQUIPMENT THAT OVERLOADS A SYSTEM.** Tenant will not install any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the property, without prior written consent of the Landlord, and any required governmental agency or public utility company consent, to comply with applicable public law.

**27. VEHICLES.** Only vehicles with current license plates and in operating condition shall be parked at the premises, and on areas designated for this purpose. Violation will cause removal at Tenant's expense. Further, repairing of vehicles on premises is not authorized in this lease.

**28. SMOKE DETECTOR.** Applicable law of any government body requires the installation of smoke detectors at the time of occupancy. Landlord certifies to Tenant that smoke detectors have been installed and are in proper working condition. It shall be the responsibility of Tenant to check smoke detectors periodically and replace batteries if necessary to keep the smoke detectors in proper working condition and to report any malfunctioning smoke detectors to Landlord in writing. Landlord/Agent assumes no responsibility or liability for any non-reported malfunction or misuse of smoke detectors by the Tenant, which result in injury or damage. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the same. There may be legal penalties for intentionally disabling or otherwise tampering with smoke detectors.

**This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector.**

**29. UTILITY CHARGES, DUES AND FEES.** Tenant shall keep in service and pay all applicable utility charges, including but not limited to gas, water, sewer fee, electricity, and waste removal. Said utility charges will commence on the effective day of this lease. Tenant agrees to pay the bills promptly when due and will make all necessary deposits as quoted by utility companies. All utility services shall be transferred and all final bills paid by Tenant, with proof of payment, before any part of the security deposit can be returned. Landlord shall not be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time. If Tenant fails to pay any utility bill and Landlord makes payment, such amount shall be charged to Tenant as additional rent due.

Tenant is to pay swimming pool fees, recreational fees, parking fees, move-in fees, security alarm monitoring fees, cable/access fees and all telephone service, wires and equipment where applicable, unless otherwise agreed upon in writing. Landlord is to pay association dues, homeowner dues, condominium dues, etc. unless otherwise agreed in writing.

Tenant \_\_\_\_\_ / \_\_\_\_\_  
Landlord \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_



**30. NOTICE OF ABSENCE.** Tenant shall advise Landlord by telephone or in writing of an anticipated absence from the property in excess of seven (7) days. During any such absence, Landlord may enter property at any time necessary to protect the property from damages resulting from severe weather conditions, acts of nature, utility interruptions, public disruptions or similar occurrences. This does not obligate Landlord, nor does Landlord assume liability for such occurrences.

**31. SUBORDINATION AND ASSIGNMENT OF LEASE.** This lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

**32. ACCESS TO PROPERTY BY LANDLORD, AGENT AND THEIR DULY DESIGNATED REPRESENTATIVES.** Upon reasonable notice to Tenant and at reasonable times, Landlord, Agent, Vendor and/or their duly designated representative, may enter the premises in order to, (a) survey the property, (b) make necessary repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, appraisers, workmen or contractors, (e) or in Condo/Co-op unit Agent may enter to investigate reports of leaks into adjoining units, and (f) in addition, ninety (90) days preceding the expiration or termination of lease term, Tenant will allow a "For Sale" sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents' access. Tenant will allow a "For Rent" sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents' access sixty (60) days preceding the expiration or termination of lease term. Landlord may enter the property at any time to protect the property and Landlord's/Tenant's possessions if it is suspected severe weather conditions, acts of nature, utility interruptions, illegal activities, public disruptions or similar occurrences have taken place in the neighborhood. Tenant will remove or secure any pet(s) on the premises when property is on market or when access is granted.

**33. TENANT'S REFUSAL TO ALLOW ACCESS.** If Tenant refuses to allow access to Landlord/Agent as provided in preceding Paragraph 32, Landlord may obtain injunctive relief to compel access or may terminate this lease. If Tenant fails to vacate the property, Landlord may bring an action for possession and damages sustained, including leasing costs and reasonable attorney's fees.

**34. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT.** If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises. This provision of this paragraph shall survive the termination of this lease.

**35. DESTRUCTION BY CASUALTY.** If property shall be partially damaged by fire, severe weather conditions or other cause without the fault and neglect of Tenant, the damage shall be repaired within a reasonable time by and at the expense of Landlord and the rent, according to the extent that the property is rendered uninhabitable as determined by Landlord, shall be adjusted or suspended until such repairs are completed. If the property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to the former condition or Landlord shall decide to demolish the structures of property, then and in either of such events, Landlord shall have the option to terminate this lease by written notice to Tenant, and the term of this lease will end on the day such notice is given with the remaining rent proportionately adjusted to the effective date of termination.

**36. PROPERTY UNFIT FOR HABITATION.** If the whole, or any part, of said property should be declared, posted, or be the subject of formal notice, by any government authority or law, that it is unfit, unsafe, uninhabitable, unsuitable or not lawfully usable for the purpose of persons under this lease, Landlord shall have the option of eliminating or correcting the problem, if such can be done, or terminating this lease on the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, whichever date is earlier, and the remaining rent shall be proportionally adjusted to the effective date of termination.

**37. CONDEMNATION.** If the whole or any part of said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of this lease shall cease and terminate from the date when possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent shall be proportionately adjusted to the effective date of termination.

**38. LANDLORD WITHOUT LIABILITY.** In no event shall Landlord/Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, agents, or licensees, or other persons or entity, because of events, conditions, actions, or terminations described in or arising from or connected with the provisions of Paragraphs 35, 36, or 37. Should tenant be concerned about crime statistics or "Megan's Law" contact the local police department for further information.

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



**39. LIENS UPON PROPERTY.** The Tenant has no authority to incur any debt or to make any charge against the Landlord/ Agent or create any lien upon the said leased property for any work, utilities or materials furnished to same.

**40. TENANT NEGLECT AND COSTS.** If at any time during the term of this lease, or any renewal or extension, Landlord should be required to make repairs, alterations or additions to property or its equipment, caused by Tenant misuse or neglect, Tenant hereby agrees that repairs, alterations or additions shall be made at Tenant's expense. Landlord shall have the option of terminating this lease, or cause such repairs, alterations, or additions to be made, and the cost of same, plus 10% thereof, shall be considered as additional rent for property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of, any claim Landlord/Agent may have against Tenant for any other breach or damages under this lease.

**41. DEATH OF TENANT OR LANDLORD.** If any party to this lease, Landlord or Tenant, should die during the term of this lease, the surviving party of the deceased may terminate this lease by giving thirty (30) days written notice to the other parties involved in the lease. This right of termination of lease must be exercised within ninety (90) days of death of party concerned.

**42. INVALID TERMS.** If any term, covenant, condition, or provision of this Lease Agreement, or the construction thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease Agreement, or the construction of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

**43. WAIVER OF BREACH.** No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach.

**44. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE.** All persons and personal property in or on premises shall be at the sole responsibility of Tenant. Landlord/Agent will not be liable for any damage or injury to persons or personal property arising from the negligence, acts or omission of acts of the Tenant or persons or entity invited by the Tenant, or from roof, wall, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or vermin or from or by any other cause whatever, latent or patent. In summary, neither Landlord nor Agent shall be liable for any injury or damage whatever to the person or property of Tenant or any other person or entity in or on said property caused by Tenant or his invitees or pets; and Tenant hereby expressly and without reservation covenants and agrees to save Landlord and Agent harmless from any cause whatsoever, except for the negligence of the Landlord, its agent, or employees which shall proximately and actually cause such injury or damage. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROTECTS TENANT'S PERSONAL PROPERTY.

**45. TRUTHFULNESS OF APPLICATION.** The Rental Application submitted by Tenant has been an inducement for Landlord to rent the premises to Tenant and hereby becomes a part of this Lease. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than applicants/occupants as stated in the Rental Application, Landlord shall have the right to terminate this lease, to hold Tenant liable for all rent until reoccupied, any damages and to avail himself of all rights and remedies to which he may be entitled by law or equity, and to recover reasonable attorney's fees and costs as allowed by law.

**46. NOTICES.** Any written notice regarding any of the provisions of this Lease may be given by Landlord to any Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, cosigners, guarantors and subtenants. All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address unless otherwise stipulated within this lease.

**47. LANDLORD DISCLOSURE.** The owner is not a licensed Real Estate Agent/Broker unless checked here. ☒ **Lynn Beattie** ☒ is active ☐ or inactive in the state(s) of **Maryland**

**48. OTHER CLAUSES.**  
**A pet deposit of \$3,000.00 is due on September 12, 2011 along with September's pro rata rent in the amount of \$1,040.00. For repairs, along with para. 21 of the Lease Agreement, please reference paragraph titled "Repairs" in the attached addendum (e-mail dated 8-24-11). Landlord, as of the date of this Lease, has agreed to allow tenants to re-paint the kitchen upon moving into the premises.**

Tenant \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_



**49. ADDENDA AND ENTIRE AGREEMENT.** Addendum attached: YES ☒ NO ☐ Number of Pages 15  
The addenda attached hereto and executed by the parties shall be a part of this Lease Agreement. THIS LEASE AGREEMENT AND THE ATTACHMENTS HERETO CONTAIN THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PARTY TO THE LEASE AGREEMENT SHALL BE BOUND BY ANY TERM, CONDITION, COVENANT, WARRANTY, REPRESENTATION, STATEMENT ASSURANCE, OR AGREEMENT, ORAL OR WRITTEN, NOT SET FORTH HEREIN.

**50. ACKNOWLEDGEMENT.** The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Tenants signing this Agreement shall be jointly and severally liable. Whenever the context so requires, the singular member shall include the plural, the singular, and the use of any gender shall include all other genders. This Lease Agreement and the attachments hereto have been executed and Tenant acknowledges that an executed copy thereof and the attachments were delivered to him at the time the Lease was fully executed.

In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may electronically sign or initial, as appropriate, by utilizing a digital signature service. In the event a third-party to the transaction contemplated by this Agreement requires that any documents relative to the transaction be executed with hand-written signatures, then the parties agree to timely re-execute any necessary documents as required.

Witness the following signatures and seals:

_____ (SEAL)	_____ (SEAL)
Date _____ Tenant	Date _____ Landlord
_____ (SEAL)	_____ (SEAL)
Date _____ Tenant	Date _____ Landlord
_____ (SEAL)	
Date _____ Tenant	

**LONG & FOSTER REAL ESTATE, INCORPORATED**

Security Deposit Received: \$ 1,950.00 BY: \_\_\_\_\_ (SEAL)  
Agent

From \_\_\_\_\_ Date: \_\_\_\_\_



Tenant \_\_\_\_\_ / \_\_\_\_\_

Landlord \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_





# Addendum to Lease Agreement Dtd 8-26-11

**Jacquelyn Nicoll**

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**From:** Lynn <lfb09@yahoo.com>  
**Sent:** Wednesday, August 24, 2011 7:43 AM  
**To:** Jacquelyn Nicoll  
**Cc:** Alex2131@aol.com  
**Subject:** Re: 43 Winterberry Lease Questions

Hi Jackie,

Alex is out rest of week. I am as well. Sorry for the delay. I tried to call Alex for an update yesterday afternoon but it seems she left the office early so I did not know that there was a delay.

Utilities. Tenant pays all of their own utilities. I pay HOA fees. No trash removal fees. There is no community.

Repairs. Landlord will pay for any structural repairs in full. Tenant will pay first \$50 of any maintenance type repairs. However if it is noted that a repair is no fault of their own I waive that fee. I do not put that in the lease because I want my tenants to take some responsibility and the goal is to keep the lint drawer empty, the filters changed, the light bulbs burning,

Yea I would like to be notified of repairs.

I ck email so feel free to send them to me. No one will be In the office until Monday.

I have told everyone who called that the house was rented so no worries.

You can mail the deposit if you want so it will be there Monday. I will execute docs then.

You can also scan and email to me.

I cc Alex so you have her correct email address.

Lynn

Sent from my iPad.

On Aug 23, 2011, at 3:16 PM, Jacquelyn Nicoll <[Jackie.Nicoll@longandfoster.com](mailto:Jackie.Nicoll@longandfoster.com)> wrote:

Hi Lynn. I want to make sure you received this. I do not think I have the correct e mail for Alex ([alex2131@aol.com](mailto:alex2131@aol.com)). It doesn't look like my e mail went through.



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**From:** Jacquelyn Nicoll  
**Sent:** Tuesday, August 23, 2011 3:10 PM  
**To:** 'lfb09@yahoo.com'; 'ales2131@aol.com'  
**Subject:** 43 Winterberry Lease Questions

Hi Lynn and Alex. I have prepared the Lease, but before I can send it to my clients for signature, I wanted to clarify a few questions:

What utilities, if any, are included in the rental price ( the listing says the tenant is responsible for all utilities and it also says some utilities – so I just want to clarify).

I want to make sure I understand the repair deductible of \$50.00. Does that mean that the tenant is responsible for the first \$50.00 of any repair and that you, the landlord, pay the balance? Also, if a repair is going to cost less than \$50.00, do you still want to be notified in writing of the repair before it is made?

Once I receive clarification, I will send the lease to my clients for signature. Thank you so much. Jackie

*If you know someone who may be thinking about buying or selling a home, I'm never too busy for your referrals.*

*Jackie Nicoll*

Realtor, Long & Foster Real Estate, Inc.

Phoenix/Jacksonville Office

Direct: 410-868-6119

Office: 410-667-1900 or 1-800-796-5105

Fax: 410-683-0051

[Jackie.Nicoll@longandfoster.com](mailto:Jackie.Nicoll@longandfoster.com)

[www.jackienicoll.lnf.com](http://www.jackienicoll.lnf.com)



14228 Jarrettsville Pike

Phoenix, MD 21131





**Status:** RENTED

Contract Date: 24-Aug-2011

MLS#: BC7675734

Postal City: Cockeysville

Class: Residential

Listing Type: Excl. Right

Legal Subdiv: HUNTERS RUN

Advertised Subdiv: HUNTERS RUN

Model Name: HAMPTON

Tax ID: 04082200006903

Age: 12

Style: Split Foyer

Close Date: 25-Aug-2011

Address: 43 WINTERBERRY CT

County/State: BALTIMORE, MD

Election District: 8

Inc. City/Town:

Date Avail: 30-Aug-2011

ADC Map: 18J1

Area:

Tax Year:

Tot Sqft - Fin: 2,400

TH Type: Interior

List Price: \$1,950

Close Price: \$1,950

Zip Code: 21030-2414

Ownership: Rental Apartment, Rent

TBM Map:

Lot AC/SF: /

HOA Fee: \$0.00 / Annually

C/C FEE: \$0.00 / None

# Levels: 3

# Fireplaces: 0

<u>INTERIOR</u>	<u>Total</u>	<u>Main</u>	<u>Upper 1</u>	<u>Upper 2</u>	<u>Lower 1</u>	<u>Lower 2</u>	<u>Schools</u>
Bedrooms:	4	0	3	0	1	0	ES:
Full Baths:	3	0	2	0	1	0	MS:
Half Baths:	1	1	0	0	0	0	HS:

Room List: Living Room, Dining Room, Bedroom-Master, Bedroom-Second, Bedroom-Third, Kitchen, Family Rm, Other Room 1, Foyer, Bedroom-First, Attic-Unfinished, Lndry-Sep Rm, Storage Room, Utility Room

<u>Room</u>	<u>Dimension</u>	<u>Level</u>	<u>Flooring</u>	<u>Fireplace</u>
Living Room		Main		
Dining Room		Main		
Bedroom-Master		Upper 1		
Bedroom-First		Upper 1		
Bedroom-Second		Upper 1		
Bedroom-Third		Lower 1		
Kitchen		Main		
Family Room		Lower 1		
Other Room 1		Lower 1		
Foyer		Main		

Main Entrance: Foyer

Interior Style: Floor Plan-Open, Floor Plan-Traditional

Dining/Kitchen: Kit-Island, Kit-Table Space, Sep Dining Rm

Appliances: Dishwasher, Disposal, Dryer, Exhaust Fan, Microwave, Oven/Range-Electric, Range hood, Refrigerator, Stove, Washer

Amenities: Attach Mstr Bath, Attic-Access Only, Attic-Storage Only, Bath Ceramic Tile, Double Vanities, Home Warranty, MBA/Sep Shwr,

MBA/Sep Tub, MBR-BA Full, Master Walk-in Closet, Shades/Blinds, Sump Pump, Tub-Soaking, W/W Carpeting, Walk-in Closet(s),

Washer/Dryer Hookup, Wood Floors

Property Condition: Shows Well

Security: Electric Alarm, Monitored, Spkler Sys-indoor

Windows/Doors:



BC7675734

## Residential Full Listing

43 WINTERBERRY CT, COCKEYSVILLE, MD 21030-2414



Page 2 of 3

26-Aug-2011

11:42 am

Walls/Ceilings:

**Basement (Y/N):** Yes

Basement Type: Connecting Stairway, Daylight, Partial, Full, Fully Finished, Heated, Improved, Outside Entrance, Rear Entrance, Walkout  
 Basement Entrance: Areaway/Cel Exit, Cellar Entrance, Connect Stair, Rear Entrance

Handicap: None

Unit Description:

R-Factor Basement:

Tot Sqft - Fin: 2,400

R-Factor Ceiling:

Above Grade Fin/Unfin: 1,600 /

House Dimensions: 20 X 40.00

R-Factor Walls:

Below Grade Fin/Unfin: 800/

Tax Living Area: 1,652

**DIRECTIONS:** I-83 take EX 20A (Shawan Road East, Go 8/10 of a mile to Right on York Rd. go 3/10 of a mile to a Left on Ashland Rd/Papermill Rd. Go 7/10 of a mile to Left on Arrowood Rd. Go right on Walnutwood and continue to Winterberry Ct.

**AGENT REMARKS:** Spacious all brick TH that backs to NCR hike and bike. All appliances includes washer/dryer; Fenced yard; deck off spacious kitchen; 4th br/office on lower level. Quiet, private neighborhood. Shows very well. Owner/broker

**INTERNET REMARKS:** Spacious all brick TH that backs to NCR hike and bike. All appliances includes washer/dryer; Fenced yard; deck off spacious kitchen; 4th br/office on lower level. Quiet, private neighborhood.

**EXTERIOR**

New Construction: No

Building Sites/Lots:

Soil Type:

Exterior: Deck, Fenced - Rear, Sidewalks

Exterior Construction: Brick

Lot Description:

Other Structures: Above Grade, Below Grade

Roads:

Roofing: Shingle-Asphalt

Topography:

Transportation:

View Exposure: Trees

Transfer Development Rights:

Builder Name: UNIVERSAL HOME

Lot Dimensions:

Lot Sqft:

Lot Acreage:

Total Units: 1

**PARKING:** Assigned

Type of Garage:

Type of Carport:

Parking Block/Square:

Parking Space #: 2

# Garage Spaces:

# Carport Spaces:

Parking Inc in List Price:

Parking Inc in Sale Price:

# Assigned Spaces: 2

Parking Lot:

**UTILITIES**

Heating System: Heat Pump(s)

Cooling System: Heat Pump(s)

Hot Water: Natural Gas

Water: Public

TV/Cable/Comm: CATV/Dwelling, Satellite Rec/Dish

Heating Fuel: Nat Gas Avail

Cooling Fuel: Electric

Sewer/Septic: Public Sewer

Metering:

**FARM:** No**WATER:** No**VACATION:** No**FINANCIAL INFORMATION**

Lease Clause: Carpet Cleaning, Deflea/Detick Clause, Pet Damage, Pets-Allowed, Pets-Not Allowed

Tenant Responsible: All Utilities, Frz Wtr Pipe Dmg, HVAC Maint, Insurance, Lawn/Tree/Shrub Care, LBulbs/Filters/Fuses/Alarm Care, Minor

Ext Maint, Minor Int Maint, Some Utilities

Rent Includes: Common Area Maintenance, HOA/Condo Fee, Taxes, Trash Removal

Rent Special: None

Security Deposit: \$1,950

Move In Fee: \$0

Pets Allowed: Case by Case

Pet Deposit: \$3,000

Elevator Use Fee: \$0

Repair Deductible: \$50.00

Processing Fee: \$0

Date Available: 30-Aug-2011

Min Lease: 1

Max Lease: 5

Project Approved:

Possession:

Tenants Rights: None

Current Financing/Loan:

New Financing:





BC7675734

**Residential Full Listing****43 WINTERBERRY CT, COCKEYSVILLE, MD 21030-2414**

Page 3 of 3

26-Aug-2011

11:42 am

Cash to Assume:	Owner/Private Finance:	Interest Rate:	Years:
Amortized Years:	Balloon- # of Years:	Annual Rent Income:	Rental Year:
Special Assessment:	Remaining Yrs:	Special Assessment 2:	Remaining Yrs:

Condo/Coop Fee: \$0.00 -- Frequency: None

HOA Fee: 0.00 -- Frequency: Annually

HOA/Condo/Coop Community Amenities:

HOA/Condo/Coop Rules:

HOA/Condo/Coop Fees Include:

HOA/Condo/Coop Management:

HOA Y/N: Yes

**LEGAL INFORMATION**

Lot: 421	Block/Square:	Section: 8	Phase:
Parcel Number:	Liber #: 62	Folio #: 147	Zoning Code:
Master Plan Zoning:	Historic Designation ID:		Tax Map #:
Contract Info:			
Disclosures: Agt/Rel to Own			
Documents:			
Special Permits:			

**OWNER, SHOWING CONTACT, PROPERTY MANAGEMENT INFORMATION**

Owner 1 Name: Private	Home #:	Office #:
Showing Contact 1: LYNN BEATTIE	Home #: (443) 255-3834	Office #: (410) 298-8244
	Monthly Rent: 1,950.00	Lease Exp. Date:
Show Instructions: Appt Only-Lister, Call Office, LA Must Accom, No Sgn on Prop		
Show Time: -	Show Days: All Days	

**LISTING AGENT/BROKER/COMPENSATION**

Listing Agent: LYNN BEATTIE, ID: 30916	Home: (410) 298-8244	Home Fax: (410) 298-8344
Cell Phone:	Agent Office:	Voice Mail: (410) 298-8244 x3021
Agent Email: lfb09@yahoo.com	Pager:	
Company: Hunt Valley Real Estate, HVRE1		Office: (410) 298-8244
Address: 6747 White Stone Rd, Baltimore, MD 21207		Fax: (410) 298-8344

Sub-Agent Comp: 1/2 OF 1 MO	Buyer-Agent Comp: 1/2 OF 1	Add'l Comp:	
Dual Agency: Yes	Variable Rate Comp: No	Desg Rep: No	
List Date: 20-Aug-2011	Update Date: 25-Aug-2011	Update Type: OTHER	Off Mkt Date:
Orig Price: \$1,950	Prior LP:	Days on Mkt MLS: 5	Days on Mkt Property: 5
Photo Option: Lister will Submit All		Total Photos: 13	Advertising: IDX-DNP

**SOLD/LEASED INFORMATION**

App Acpt Date: 25-Aug-2011	Close Date: 25-Aug-2011	Close Price: \$1,950	Lease Term: 1
Selling Agent: Jackie Nicoll, ID: 3023328			Selling Agency: Disclosed Dual Age
Selling Broker: Long & Foster Real Estate, Inc., LNG161			



(15)





# LONG & FOSTER®

## REALTOR® Fair Housing Declaration

I agree to:

Provide equal professional service without regard to the race, color, religion, sex, handicap, familial status, or national origin of any prospective client, customer, or of the residents of any community.

Keep informed about fair housing law and practices, improving my clients' and customers' opportunities and my business.

Develop advertising that indicates that everyone is welcome and no one is excluded; expanding my clients' and customers' opportunities to see, buy, or lease property.

Inform my clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.

Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful REALTOR®.

Refuse to tolerate non-compliance.

Learn about those who are different from me, and celebrate those differences.

Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.

Develop and implement fair housing practices for my firm to carry out the spirit of this declaration.



[www.longandfoster.com](http://www.longandfoster.com)





# YOUR HOMEOWNERSHIP TEAM



**Jackie Nicoll**

**Long & Foster Real Estate, Inc**

**PHOENIX/JACKSONVILLE**

**14228 Jarrettsville Pike**

**Phoenix, MD 21131**

*Thank you for placing your trust in us when purchasing your property!*

## Anna Coleman

**Senior Insurance Agent**

Office: 410-307-6291

Fax: 410-494-4468

E-Fax: 703-877-7679

Cell: 410-274-2179

Anna.coleman@longandfoster.com

www.longandfosterinsurance.com



## Cynthia Byrd Torr

**Senior Mortgage Consultant**

Office: 410-307-6168

Fax: 1-866-639-5167

Cell: 410-746-3536

Cynthia.torr@prosperitymortgage.com

www.home loans.com/cynthia-torr



## Robert D. Bateman

**Home Mortgage Consultant**

Cell: 410-245-1447

EFax: 877-707-0091

rob.bateman@prosperitymortgage.com

www.robbateman.net



## Robin Ballinger

**Senior Vice President**

**Regional Director-Baltimore**

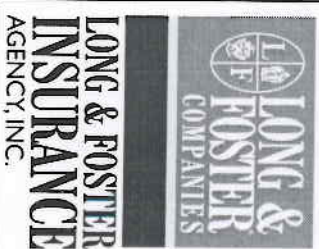
Office: 410-252-8211

Fax: 410-252-1392

Cell: 410-948-0650

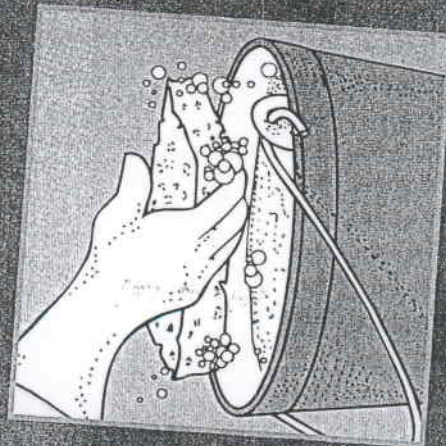
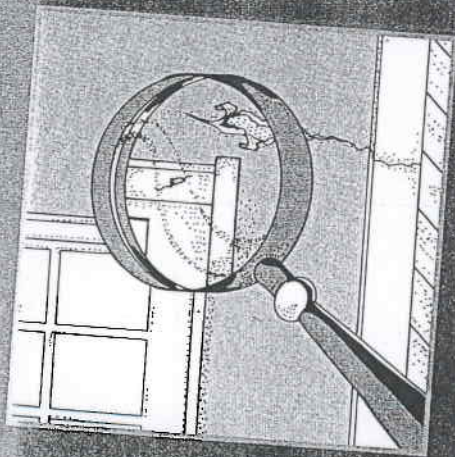
rballinger@rgstitle.com

www.rgstitle.com





# Protect Your Family From Lead In Your Home



**EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development



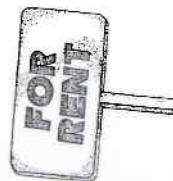
## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

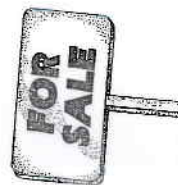


**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.



# Lead Gets in the Body in Many Ways

## Childhood lead poisoning remains a major environmental health problem in the U.S.

### People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

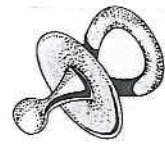
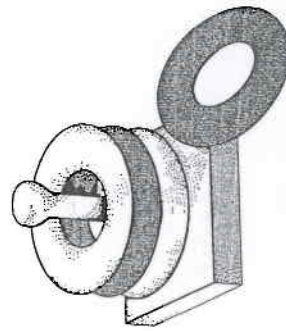
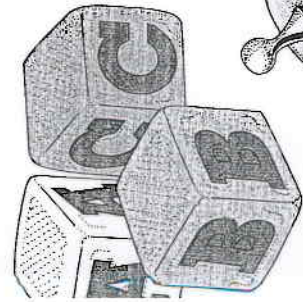
### Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

### Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Even children who appear healthy can have dangerous levels of lead in their bodies.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

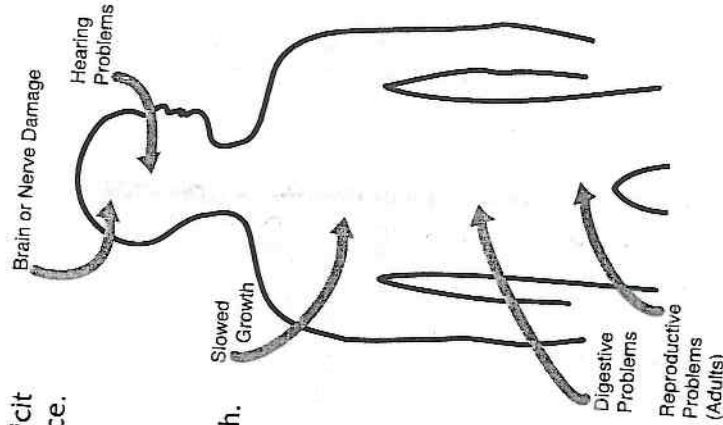
### In children, lead can cause:

- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death. Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.



## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
  - ◆ Children or other family members who have been exposed to high levels of lead.
  - ◆ Children who should be tested under your state or local health screening plan.
- Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**



## Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

You can get your home tested for lead in several different ways:

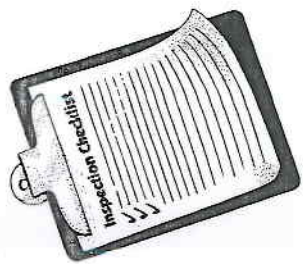
- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

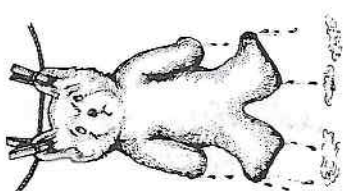
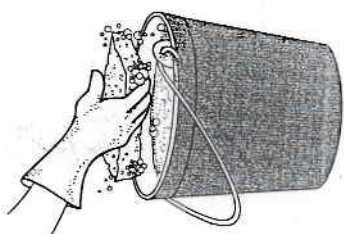
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.



## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.





## Reducing Lead Hazards In The Home

### Removing lead

improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

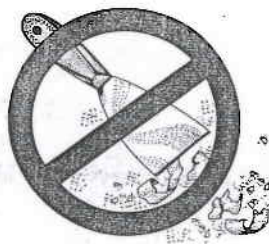
## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

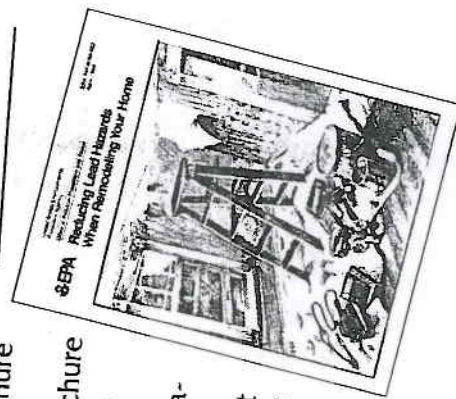
- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

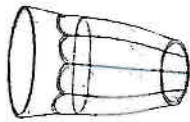


If not conducted properly, certain types of renovations can release lead from paint and dust into the air.





## Other Sources of Lead



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

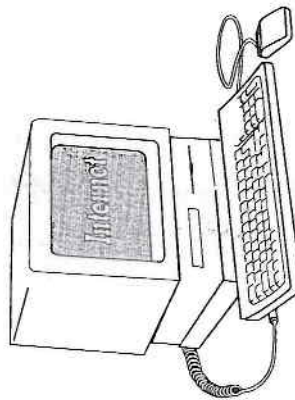
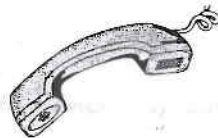
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.



## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### Eastern Regional Center

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### Western Regional Center

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### Central Regional Center

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003



## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

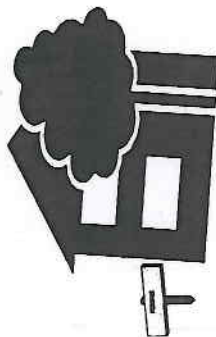
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



March 1996

United States  
Environmental Protection  
Agency  
Prevention, Pesticides  
and Toxic Substances  
(7404)

## EPA and HUD Real Estate Notification and Disclosure Rule



*Questions and Answers*

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U.S. Environmental  
Protection Agency



Department of Housing  
and Urban Development



## The Rule

**Q: What is the purpose of this rule and who is affected?**

**A:** To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

**Q: When does the rule take effect?**

**A:** The rule's effective date depends on the number of housing units owned.

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## Affected Housing

**Q: What type of housing is affected by this rule?**

**A:** This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

**Q: What type of housing is not affected by this rule?**

- A:** Housing that is not affected by this rule includes:
- 0-bedroom dwellings, such as lofts, efficiencies, and studios.
  - Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.
  - Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.
  - Rental housing that has been inspected by a certified

**Q: How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?**

**A:** Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

**Q: Why doesn't this rule affect housing built after 1978?**

**A:** Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

**Q: Is my home unsafe if it contains lead-based paint?**

**A:** Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked.

## Seller & Lessor Responsibilities

**Q: What if I'm selling target housing?**

**A:** Property owners who sell target housing must:

- Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.

- Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for 3 years, as proof of compliance.
- Give buyers a 10-day opportunity to test the housing for lead.

**Q: What if I'm renting target housing?**

- A:** Property owners who rent out target housing must:
- Disclose all known lead-based paint and lead-based paint hazards in the home and any available reports on lead in the housing.
  - Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
  - Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
  - Retain signed acknowledgments for 3 years, as proof of compliance.

**Q: Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?**

**A:** No, but when tenants *renew* their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

**Q: What if the buyers/renters don't speak English?**

**A:** In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

**Q: Must I check my house for lead prior to sale?**

**A:** No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

**Q: Is the seller required to remove any lead-based paint that is discovered during an inspection?**

**A:** No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

**Q: What if I know there is lead-based paint in my home?**

**A:** If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

**Q: What if the lessor knows that there is no lead-based paint in my rental housing?**

**A:** If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

## Agent Responsibilities

**Q: What are my responsibilities as an agent?**

**A:** Agents must ensure that:

- Sellers and landlords are made aware of their obligations under this rule.
- Sellers and landlords disclose the proper information to lessors, buyers, and tenants.
- Sellers give purchasers the opportunity to conduct an inspection.



- Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

**Q: What is the responsibility of an agent if the seller or landlord fails to comply with this rule?**

**A:** The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

## Purchaser & Renter Rights

**Q: As a purchaser, am I required to conduct and finance an inspection?**

**A:** No. The rule simply ensures that you have the opportunity to test for lead before purchase.

**Q: Can the inspection/risk assessment period be waived?**

**A:** Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

**Q: If I am renting, do I have the same opportunity to test for lead?**

**A:** Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents the renter from negotiating with the lessor to allow time for inspection before rental.

**Q: Where can I find a qualified professional to conduct an inspection?**

State agencies can provide helpful information for finding qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* includes the phone numbers of these state agencies. It is important to verify the qualifications of individuals and before hiring them.

**Must inspectors be certified?**

Some cities and states have their own rules regarding inspector certification. These requirements may be administered at the state or federal level,

may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

## Liability

**Q: Does this rule increase my liability for future lead poisoning on my property?**

**A:** In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

**Q: Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?**

**A:** Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

**Q: What if a seller or lessor fails to comply with these regulations?**

**A:** A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.



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**RECEIPT OF DISCLOSURE/ACKNOWLEDGEMENT FORM**

**EPA PAMPHLET; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"**

**PROPERTY ADDRESS**

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THE SELLER ACKNOWLEDGES BY HIS/HER SIGNATURE BELOW THAT  
HE/SHE HAS RECEIVED THE DISCLOSURE/ACKNOWLEDGEMENT FORM AND  
EPA PAMPHLET: "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

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**SELLER** **DATE**

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**SELLER** **DATE**